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LIMITED.
DISPENSING CHEMISTS, &c.

PURE WINES.
We beg to invite careful attention to the following selection from our Wine List, for we have succeeded in combining purity and excellence of quality with moderate prices.

SHERRY.
Vino Generoso—a generous round wine, *grain seal*.....\$6.00
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Superior quality.....\$16.00
Invalid Port, *gold seal*.....\$12.00
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Avez—a well matured, specially selected dry wine.....\$18.00
Lemoine—Vino-brut—Cuvée Royale. As Supplied regularly to the Prince of Wales, House of Commons, and the chief clubs in London.....\$22.00
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(Telephone No. 60.)
Nos. 22 & 24, QUEEN'S ROAD CENTRAL.
Hongkong, 9th March, 1891.

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A. S. WATSON & CO., LD.
ESTABLISHED A.D. 1841.
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Our New Factory has been recently refitted with the latest and most approved kind, and we are well able to compete in quality with the best English Makers.

The purest ingredients only are used, and the utmost care and cleanliness are exercised in the manufacture throughout.

LARGE BOMBAY "SODAS"
We continue to supply large bottles as heretofore, free of Extra Charge, to those of our Customers who prefer to have them to the ordinary size.

COAST PORT ORDERS.
Whenever practicable, are despatched by first steamer leaving after receipt of order.

FOR COAST PORTS, Waters are packed and placed on board ship at Hongkong prices, and the full amount of packages and Expenses when received in good order.

Counterfoil Order Books supplied on application.

Our Registered Telegraphic Address is, "DISPENSARY, HONGKONG," And all signed messages addressed thus will receive prompt attention.

The following is a List of Waters always kept ready in Stock:—
PURE AERATED WATERS
SODA WATER
LEMONADE
POTASH WATER
SALTZEL WATER
LITHIA WATER
SARSAPARILLA WATER
TONIC WATER
GINGER ALE
GINGERADE.

No Credit given for bottles that look dirty, or greasy, or that appear to have been used for any other purpose than that of containing Aerated Water, as such bottles are never used again by us.

A. S. WATSON & CO., LIMITED,
Hongkong, China, and Manila.

NOW READY.
[PUBLISHED BY AUTHORITY.]

"THE HONGKONG DIRECTORY AND HONG LIST FOR THE FAR EAST" FOR 1891.

THIS Valuable Work, with many NEW ADDITIONS AND IMPROVEMENTS, IS NOW READY.

PRICE THREE DOLLARS.

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"THE HONGKONG TELEGRAPH" Office,
Padda's Hill,
Hongkong, January 18th, 1891.

The Hongkong Telegraph.

HONGKONG, SATURDAY, MARCH 21, 1891.

TELEGRAMS.

TERRIBLE DISASTER AT SEA.

LONDON, March 19th.
The steamer *Utopia* sank five minutes after being in collision with the ironclad *Redney* near Gibraltar. Five hundred and seventy-six Italian emigrants were lost.

LOCAL AND GENERAL.

IN 1890 there were 2,300 imprisonments for drunkenness and 192 for selling liquor in the testotal state of Maine. Hurree!

We understand that the usual Concert, tendered by the members of the Hongkong Musical Club to their friends, will take place on Thursday the 9th April.

If there are no marriages in heaven it follows, of course, there can be no divorces there. Other reasons may account for no divorces. Perhaps there are no lawyers in heaven!

A NEW YORK policeman has a moustache—perhaps it would be better in his case to say a pair of moustaches—measuring twenty-six inches from tip to tip. The genial Wicking isn't it!

THE meeting of shareholders in the Balmoral Gold Mining Company, which was advertised for the 19th inst., has been altered to Thursday, the 26th inst. to the former date being a share settlement day.

AN Emergency Convocation of Cathay Chapter, No. 1165, will be held in Freemasons' Hall, Zetland Street, on Thursday, the 26th inst., at 8.30 for 9 p.m. precisely. Visiting companions are cordially invited.

ST. PETER'S SEAMEN'S CHURCH.—The Mission steam-launch *Day Spring* will call alongside vessels holding code pennant C between 9 and 10.30 a.m. on Sunday to convey men a shore to the 11 o'clock service, returning about 12.30.

INSPECTOR MACKIE and a couple of Centre Street "toughs" had a lengthy argument before Mr. Wise this morning. The upshot was that the magistrate considered it proven, that the two defendants were keepers of a *patka* gambling den, and sent them aloft for two months.

CHOLERA continues to make its presence felt among the native population at Bangkok, the deaths being roughly estimated at 40 per day. The *Siam Gazette* thinks that with very little trouble the authorities would be able to furnish accurate figures, but this they do not attempt to do. With the exception of a few sailors, no Europeans have been attacked this season.

IT is, of course, almost unnecessary to remind our readers of the first performance of the Min Dramatic Company, who make their first appearance in Hongkong to-night in "Hamlet." The house will be a crowded one, and as the curtain will rise promptly at 9 p.m. it would be well if the public would oblige by "coming to an anchor" punctually at the hour mentioned.

TWO night-prowlers were fallen upon heavily last night on the Shau-ki-wan Road by P.C. 97, who after a rather exciting chase ran the prisoners to earth in a quarry. Upon inspection he discovered that they were armed with revolvers and daggers which were taken from them while a Sikh constable covered them with his Winchester repeater. "£15 or six weeks' hard" was the magisterial award.

"N. R." has sent us what is described as an original ode "To Georgia" which winds up thusly:—

"This legend now I find in thee,
As true as there are skies;
For I, yes I, have found thee well;
Yes, found thee in your eyes."

This is something—a relation in very shabby English of a remarkable discovery—but it is not poetry.

THERE will be a game of football, under Association rules, at Happy Valley, on Monday afternoon at 4.30 p.m. The match is to be the Club versus the Royal Engineers. The following members will represent the Club.

Left.	Centre.	Right.
Slade & Dundas.	James.	Dow & Lewis.
Hallward.	H. C. Marshall.	F. Matland.
	Full back.	
	A. Sharp, W. H. Wallace.	
	Goal keeper.	
	W. Anderson.	

TO SUBSCRIBERS.—Many complaints have lately reached us regarding the erratic and uncertain delivery of the *Hongkong Telegraph*, and no doubt most of them are well founded. Owing to various unavoidable circumstances the hour of publication has for some time past been much later than usual, and the distribution system is also in many respects unsatisfactory. We shall do our best to amend these defects, and hope from Monday next to regularly publish the *Telegraph*, special occasions always excepted, between 5.30 and 6 o'clock every evening, so that subscribers should always receive their copies before the dinner hour. Those who live at the Peak can always obtain their papers by sending to the Peak Hotel every evening. We shall esteem it a great favor if subscribers who have any reasons for complaining as to late delivery, will promptly address "The Manager," when the difficulty will be at once inquired into and removed.

FOR selling the 'fragrant' drug without a permit from the Opium Farmer a Celestial *chef de cuisine* was sent into retirement for 21 days by order of the magistrate at the 'general clearance' this morning.

A SCOTCH contemporary is responsible for the following:—"Mr. Gladstone's *penchant* for getting a peep behind the scenes when he goes to the theatre, led to an awkward *contretemps* the other evening. He was at the Lyceum, and, after the first act, mysteriously disappeared. It was surmised he had gone to the House of Commons, but a rapid change of scene discovered the grand old political tragedian having a chat with Mr. Irving in the wings. He was promptly pulled aside, and the majority had no idea that the disappearing coat-tails belonged to an ex-Prime Minister, whose stage is this mighty Empire."

SUPREME COURT.

IN ORIGINAL JURISDICTION.

(Before Sir James Russell, Chief Justice, and a Special Jury.)
March 20th.

A CLAIM OF \$1,300 ON A PROMISSORY NOTE.
This was a suit brought by John Minihinnett, a foreman in the Public Works Department, to recover \$1,300, balance alleged to be due on a joint promissory note for \$5,000, from Mr. Robert Fraser-Smith.

Mr. Francis, Q.C., instructed by Messrs. Denny and Mosson, was for the plaintiff; the defendant appeared in person.

The jurors were:—Messrs. E. Burnie, T. Howard, S. W. Coxon, H. Crawford, E. H. Melbye, A. O'D. Gourdin and N. P. Dhalia.

Mr. Francis said this was an action for a joint and several promissory note signed by Robert Fraser-Smith and John Minihinnett. Mr. Fraser-Smith was alone sued in the action. The petition set out that on the 8th December, 1888, Robert Fraser-Smith, Editor and proprietor of the *Hongkong Telegraph*, and John Minihinnett, a solicitor of the colony, signed a joint promissory note by which they undertook to pay to John Minihinnett, an overseer of works, five months after date, the sum of \$5,000 with interest at the rate of 10 per cent. per annum.

Mr. Fraser-Smith had never paid anything on this note, either principal or interest. The defendant had paid two instalments of \$500 and one of \$300, and some three months ago had paid, on judgment being entered against him, the sum of \$5,074, leaving a balance of \$1,300 due, with interest from the date of issue of the writ. In his answer the defendant admitted signing the promissory note, but stated that there was a collateral agreement made at the time, by which he was answerable for \$5,000 and Mr. Webster for \$500, and \$500, for which he held the receipts, and the amount mentioned in the petition was judgment against him. He further stated that Mr. Webster had paid the plaintiff a sum of \$500 and that Leung Ayan had paid plaintiff on behalf of Mr. Webster a sum of \$700, and that nothing further remained due to plaintiff. Under the provisions of the code, section 62, where the burden of the proof was thrown on the defendant, he must begin. He (Mr. Fraser-Smith) had stated the facts, and the burden of proof was on the defendant to show after admitting signing the note, that the sums mentioned in his answer had been paid.

Mr. Fraser-Smith said he was being sued for a sum of money which he did not acknowledge owing and it was for the plaintiff to prove his indebtedness. When the learned counsel took upon himself to predict that the defence was limited to one of payment of the debt he overbore the mark. It would be quite time enough for him to go to the jury and say that the defence was when he had heard him.

His lordship said he thought the burden of proof was on the defendant. It was for him to prove that these amounts had been paid. Mr. Fraser-Smith—Don't think your lordship quite appreciates the situation.

His lordship—Don't be impatient! Mr. Fraser-Smith—Did not intend to be, my lord.

His lordship—I presume here, and I thoroughly appreciate the position. You say this \$1,300 has been paid and it is for you to prove it. Mr. Fraser-Smith—Certainly, my lord. If that is your lordship's ruling, I only wish to disabuse your mind of the idea that I intended to be impatient. I think your lordship entirely misconstrued my remark.

His lordship—The only construction I could put on it was intended to convey that it was for you and not me to decide as to the procedure. Your defence is that the money was paid and the onus is on you to prove it.

Mr. Fraser-Smith said he quite understood that. He was only sorry that his lordship should imagine for a moment that he intended to be impatient. Addressing the jury, defendant said he had been taken somewhat unawares in the position he had been placed by the ruling of the Court, which was no doubt perfectly correct. In his simplicity he had thought that when one person was suing another for a sum of money in a court of justice, it was for that person to come forward and prove it. However, the onus had been thrown on him and he would shortly relate the circumstances of the transaction.

In November, 1888, there was a case tried in that Court which was commonly known as the "Salt Corner case"; his lordship presided and Mr. Francis appeared for his (Mr. Fraser-Smith's) friends. He was acting for certain Chinese concerned in that case, and had entered into arrangements on their behalf for the purchase of two gunboats in Canton. Disputes arose amongst the Chinese, the case came into Court, and the parties for whom he was acting lost the case. They were unable to carry out the contract that he had entered into on their behalf and he was left responsible. Some \$10,000 was required for the purchase of these gunboats and Mr. Webster, who acted in the case as solicitor, agreed to arrange a loan for \$1,000. Mr. Webster did so and on the 8th December, 1888, defendant learned that the leader was Mr. Minihinnett, of the Public Works Department. When he went to sign the promissory note, Mr. Webster, who was apparently in a flourishing state of business, said he wanted accommodation for a short time, and asked him if he objected to signing a joint note for \$5,000 of which he (Webster) was to have \$1,500. He consented and signed the note, but to make sure that there should be no mistake, in the presence of the plaintiff a document was drawn up and signed by Mr. Webster and himself stating that \$5,000 was to be lent to him, and the other \$1,500 to Mr. Webster.

His lordship—The instrument upon which you are being sued is the joint promissory note, which the plaintiff holds as security.

Mr. Fraser-Smith said he submitted that there were circumstances under which even a promissory note might be set aside. He submitted that he ought to be allowed to make the existence of this agreement known to the jury. He had paid to the

plaintiff through Mr. Webster two sums, one of \$500 and one of \$700, and he had been informed by Mr. Webster that he made the last payment, that he (Webster) had added another \$100 to it when he handed it over to Minihinnett. He had over and over again made application to Minihinnett to render him an account of what he was personally liable for and he would settle, but Minihinnett had never done so. It was only when Webster had left the colony that this action was commenced. Even when he received a letter from plaintiff's solicitors he had written asking for an account to be sent him but it was not sent. An account was sent him but it was incorrect. The \$500 paid was not credited to him at all.

Mr. Francis—That amount went to the credit of interest that was overdue. There was never anything paid on account of principal.

Mr. Fraser-Smith—The statement made by the learned counsel is an absolute falsehood. His lordship—I don't think that is a proper extension to use with reference to the learned counsel.

Mr. Francis—Do not interrupt him, my lord; please let him go on. He is only dying himself deeper and deeper in lies.

Mr. Fraser-Smith—I apologise to the Court for using an improper expression—not to the learned counsel.

The following evidence on behalf of the defendant was then called:—

Leung Ayan examined by the defendant, said:—I am a shiphandler. I have been in Hongkong for over twenty years. In June last I entered into business relations with Mr. Webster. There was a partnership talked about between us, but nothing was ever settled. I met you in the Shamone Hotel at Canton in August last. Mr. Minihinnett was present. I had borrowed \$1,000 from Mr. Minihinnett in July last year on the security of an insurance policy. I did not pay Mr. Minihinnett \$500 on account of Mr. Webster. I paid \$500 to Mr. Webster on the 8th December, 1888.

At this juncture the witness began to give his evidence in a very hesitating manner, and it was not until hard pressed by his lordship that he could be led to give a decided answer.

Witness (continuing) said:—I may have told you and my solicitor that I had paid \$700 on behalf of Mr. Webster. That was not correct. I never paid any \$700 to Mr. Minihinnett on behalf of this promissory note. I never told you so when I met you in the Shamone Hotel. I have paid Mr. Webster money. I gave him altogether \$1,200. I have a receipt for it. I do not know Mr. J. A. Arnsfeldt.

After thought and under pressure for a distinct answer witness said: I went there on the 11th June of last year with a friend, Mr. Van Epps. It was to borrow money from Minihinnett for a friend.

Charles David Wilkinson—I am a solicitor practising in Hongkong. I was in Canton in August last. I was present when you had a conversation with Leung Ayan in the Shamone Hotel.

His lordship—How can that be evidence? Suppose Leung Ayan did say he had paid \$700, it is not objected to, but I shall have to direct the jury that this is no evidence as to payment.

Witness continuing—Leung Ayan said that he had paid \$700 to Mr. Minihinnett for Webster on account of a promissory note. You asked Leung Ayan if he had paid anything to Mr. Minihinnett on the promissory note and he said that he had paid \$700. I also sent this letter (letter read and read) to Mr. Rodyk in which I refer to \$700 paid by Ah Yon to Minihinnett on a promissory note.

Mr. Francis said that the \$700 had nothing to do with the note for \$5,000. There was a note for \$500 signed by Mr. Webster and Leung Ayan, which he had still in his possession.

John Minihinnett (called and examined by Mr. Fraser-Smith) said:—Mr. Webster did not act as my agent for a considerable time. He has done some slight business for me as a solicitor. Mr. Webster did not lend \$5,000 to you on my account. I lent it to you. I may have stated here on the 19th November that I lent you \$5,000 and Mr. Webster \$1,500. I think I said then that I did not pay you the money, but that I presumed Mr. Webster did. Mr. Webster acted as my solicitor in the matter.

The Court—The money was lent in this way. I became security in November 1888 to the O. B. C. for \$5,000 on behalf of Mr. Fraser-Smith and Mr. Webster for a fortnight. Mr. Fraser-Smith said it would only be for a day or two, a fortnight at the farthest. When the fortnight was up the money had not been paid into the Bank, and the manager wrote to me saying the money had to be paid. I went to Mr. Fraser-Smith's office; he said he had been disappointed and talked in the "only" way he does and proposed that I might try if I could get it from a Chinese Bank. I went to Mr. Webster and he said he had no money.

By the defendant—I met you on several occasions before you signed the note. I saw you in your office with Webster a fortnight before he left the Colony and you asked me to divide the note. I refused to do so. I did not see you sign the promissory note. Webster took it up to you; you were sick or something.

Mr. Francis—He wasn't dying, was he?

Mr. Fraser-Smith—I am sorry to have to make a complaint, my lord, of rudeness on the part of the learned counsel. Mr. Fraser-Smith said I was sick and Mr. Francis insultingly said "He wasn't dying, was he?"

His lordship—Oh I never mind; let's get on with the case. Mr. Fraser-Smith (to Mr. Francis)—I'll settle with you my own way.

Examination continued—I never saw the document signed by you and Webster, in which you stated the money was divided. I had no correspondence with you prior to the signing of the promissory note. I have written to you and applied to you personally for the money before Mr. Webster left the colony. I got a letter from you on the 14th March, 1890, asking me to call at your office and arrange matters on the following Sunday. I went to your office but I did not think it was arranged. I did not take any further action till May. I had no reason for not going on with the action till that time. Surely you called on my own time I received a letter from you on the 20th May, in which you stated in an explanation of the letter from Denny and Mosson, after the arrangement with me, that does not suggest to me that any arrangement had been made. On the 19th June I received a letter from you asking me to call on the following Sunday and make some arrangement for the settlement of your personal liability. I may have called on the following Sunday. I went to your office and you said that anything was arranged. The only thing I wanted was for you and Webster to settle up amicably, if possible. I did not want to force you and Webster into the Court.

Mr. Fraser-Smith—But your policy changed after Webster left the Colony.

Witness—Yes; I can give the reason for that change. I called on you about a fortnight after Webster left the colony and I asked you what you were going to do in the matter. You said it was very hard lines on you to have to pay this money, meaning the \$1,500 Webster got. I said "We will divide the difference; you lose \$750 and I'll lose \$750," and you said, "No, not a \$-d cash; you can go to Court and get it." I said "Very well, we shall have to fight." Not said "Yes, and I'll make it hot for you." I said "Very well, we shall see about that," and I left. I remember the occasion because you showed me a letter you had received from a man

in the Chinese Customs, enclosing \$50 to send to Webster. You showed me this before we had the cheque for the money. The next matter was in reference to the balance of interest owed, and I had to pay a further \$504. Leung Ayan afterwards came to my office and told me he had paid Minihinnett money on behalf of Webster on this account. If this matter could have stood over for three weeks, I have every reason to believe that Mr. Webster would have been able to prove conclusively that Minihinnett on behalf of this note. It was only because I was sick and unable to make the proper applications to your lordship or I feel certain the case would have been postponed.

Cross-examined by Mr. Francis—I do not think I sent any answer to Messrs. Denny and Mosson to their letter enclosing the account. I asked them to state the amount I owed on the 20th. If I did not write to Mr. Webster telling him I was ready to pay, I certainly told him so. I had the money to pay three times over. I did not have to borrow the \$5,000 from Mr. Chater and I consider the suggestion grossly impertinent. I got it through the Chartered Bank. Very probably I had to overdraw my account to pay it.

By the Court—It is absolutely untrue that Minihinnett ever saw me and offered to share the loss of Webster's \$1,500.

This concludes the evidence for the defence. Mr. Francis called no evidence on behalf of the plaintiff.

Mr. Fraser-Smith, in addressing the jury, said the defence was simply that the account claimed had already been paid by or on behalf of Webster. He himself had paid two separate sums of \$500 and \$500 and it was in evidence that on the 20th September \$500 was paid by Webster on account of this promissory note. Minihinnett had stated that this \$500 was paid on account of something that altogether, that it was paid on another transaction with Webster. The affidavit which was made on the hearing of the case in Chambers, Minihinnett distinctly repudiated the suggestion that Webster had paid him anything on this or on any other account. There was another promissory note of Webster's and on the strength of that Minihinnett made his application to have Webster adjudicated a bankrupt. He (the defendant) maintained that the \$500 paid by Webster on Sept. 20th was paid on account of the promissory note of \$5,000. He thought the jury would agree with him that it was extremely hard lines that he (Mr. Fraser-Smith), especially under the circumstances, should be called upon to pay this \$1,300. They had heard the evidence of Ah Yon, and would estimate it at its proper value. The only real witness in the case was Mr. Minihinnett, and he would never have been called had not he (the defendant) called him himself. He (the defendant) had never seen him before this transaction, had only seen him a few times in connection with it, and yet he was actually had the impudence to speak of him as "Smith."

The whole of the statements with regard to this case made by Minihinnett in the box were a tissue of lies, deliberate lies. He had only seen Minihinnett four times in his own office and twice or three times in Mr. Webster's, and notwithstanding what had been said and done since in connection with this man, of which the whole colony was aware, he scarcely knew anything of him now, but apart from this the real question to deal with was this—this defendant—was he liable for this money? He asked the jury to find that this \$500 was paid to the plaintiff by Webster on behalf of this note. Minihinnett had said that he had never received any money from Webster, yet when he put a cheque of Webster's received by him into his hands, he admitted he had received the amount, \$500, and said that he had forgotten it. Here was a man, who admitted that he had large money transactions yet could produce no books or accounts at all. 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liability. The only sums that Mr. Fraser-Smith had paid, leaving out of course what was paid after the issue of the writ, were the two sums of \$100 and \$500. Minihmet admitted receiving these two sums and allowance had been made for them. On the 20th September Webber had paid a sum of \$600 and it had been endeavored to make out that this sum was paid on behalf of this particular transaction of \$6500. If there had been no other transactions between Webber and Minihmet and Webber had paid this \$600 to him, the jury would be perfectly justified in coming to the conclusion that it was paid on behalf of this transaction. But the evidence was that there were other transactions between Webber and Minihmet pending at that time, and that there were other moneys due and that this \$600 was paid on their account. The fact therefore that this money happened to be paid on a certain date carried the case no further. It was "absolutely" the answer, as had been contended, that Mr. Webber was Mr. Minihmet's agent in the matter, because it was clearly shown that Mr. Webber was a principal in the matter. Mr. Fraser-Smith and Mr. Webber were both principals and both were individually liable for this amount, and he therefore asked the jury for a verdict for the full amount claimed.

His lordship, in summing up, said the first point to which he would call the attention of the jury was the \$700 and to have been paid by Leung Ayon for Webber on behalf of the plaintiff. Mr. Fraser-Smith in Canton had stated in the witness box that he had not paid the sum for Mr. Webber. They could not tell what reason Ayon had for making the statement he probably had done so to Mr. Fraser-Smith, but he had no sworn that it was not correct and it had been shown that it referred to another promissory note for \$700 which he and Mr. Webber owed. Probably when he made that statement to Mr. Fraser-Smith there might have been some misunderstanding as to which note was being alluded to. In point of law there could be no doubt that on this joint note either man was liable for the whole amount. It might be very hard if such agreement, as was put forward, existed, that one was to be responsible for \$5,000 and the other for \$1,500, but there was no doubt that plaintiff looked to the joint note as his security and on that instrument he was entitled to recover the full amount. The only observation he (his lordship) could make was that it was extraordinary if the agreement was made, as was stated at the same time as the promissory note and in the presence of the plaintiff, that they should have gone to the trouble of making two documents. If the plaintiff agreed to this document why should he insist on the joint note? He might just as well have taken two promissory notes and held each party liable for the different amounts. That was the only observation he made on that point, with the exception of pointing out that it had been proved by the plaintiff that he had received the \$700 which was agreed to. With regard to the \$600 which it was stated had been paid on behalf of this promissory note, there was the statement in Mr. Webber's diary that on the same date he had received \$500 from the defendant and had paid \$600 to the plaintiff, but there was no legal evidence to show that this was in respect of this sum of \$6500. The plaintiff explained the payment of this other \$100 by saying that it was interest paid to him by Webber on another promissory note of \$1,000. That was his explanation, he produced no books, he stated he kept none and it was for the jury to say whether they accepted this explanation. There was no legal evidence with regard to the other payments by Mr. Webber and the only note seemed to be with regard to this \$100. He must leave it to the jury to say whether they believed the plaintiff as regards this, or whether they thought he was entitled to the full amount of \$1,300.

This jury then, after a quarter of an hour's consideration returned a verdict for the plaintiff for the full amount, by a majority of five to two.

Mr. Francis asked for judgment for \$1,300 with interest from the date of issue of writ, and costs.

Mr. Fraser-Smith—I ask your lordship to stay execution for a month. I will pay the amount of judgment and costs into Court, but I ask for a stay of execution in order that I may take the necessary steps for a new trial, which I believe Mr. Webber will be here about the beginning of next month.

His lordship—On what grounds do you want a new trial?

Mr. Fraser-Smith—On the ground that substantial evidence as to the payment of these sums will be forthcoming.

His lordship said he saw no reason to accede to the application, and entered an order for judgment with costs.

HONGKONG GENERAL CHAMBER OF COMMERCE.

The annual general meeting of the members of the Hongkong General Chamber of Commerce was held yesterday afternoon in the City Hall, for the purpose of receiving the report of the Committee and the Secretary's accounts for the year ending 31st December, 1890. There were present—Mr. E. Mackintosh (Chairman), Hon. J. K. Keewick (Vice-Chairman), Hon. P. Ryrie, Hon. T. H. Whitehead, Messrs. W. H. Forbes, R. M. Gray, H. Hopkin, St. C. Michaelson (Committee), G. de Champeaux, G. Sharp, C. A. Tomes, G. Weller, L. Poesacker, H. W. Dick, and F. Henderson (Secretary).

The minutes of the last annual meeting, and of the special meeting held for the election of a member of the Executive Council, were taken and read and duly confirmed.

The election as members of the Chamber of Messrs. The Trust and Loan Company of China, Japan and the Straits, Limited; Chater & Vernon, W. H. Young, E. & S. Coxon, Cowasjee Pallanjee & Co., Ming Kee Hong, Wai Sang Hong, Yuen Fat Hong, Cohen & George, Joseph & Levy, H. Z. Jui, G. H. Potts, E. C. Ray, T. L. Rose, and G. D. Scott, was confirmed.

The Chairman—Gentlemen, we have met today to receive the report of your Committee for the last twelve months. It is a document that does not possess many features of very great interest. Still, there are some subjects which I think merit attention at your hands. The first subject is the Convention between the Chinese Government and the Telegraph Companies. This Convention, I am happy to say, I think, not only settled, but killed. We have from the public prints that it is contemplated that a line of cable should be laid between America and Japan via Honolulu. This will help, I hope, to cheapen telegrams that are charged for telegraphic messages, but I hardly think we shall be on an economical platform as regards cost of messages until we have the land lines between China and Europe. With these I think we should be fairly safe, in consequence of the competition we might expect, and also owing to land lines being less expensive and less costly to keep up. The next subject we deal with in our report is the Additional Articles in the Chiaofoo Convention and the opening of Chungking. The latter, as I may call it, that has developed from this Convention is a matter for the deepest regret. I think, however, it is due to blame Her Britannic Majesty's Minister for the want of success, for no doubt he has instructions from the home Government and I have to follow them. Still, after the privilege of open trade to Chungking had been granted to him

seems very regrettable that it should be whittled down to trade in native boats, or in foreign-owned boats, still boats of native pattern. I do not think the outcome of their diplomacy rounds at all to the credit of the British Government. My own opinion is that the special privilege we are supposed to have acquired by this Convention will amount to very little, and that they will not tend much to develop the trade of that particular district, of which we were so hopeful. It also appears to me that the Imperial Government of China have little ability to control Chinese officials at a distance from Peking, for owing to obstacles apparently thrown in the way by these native authorities at a distance the possibility of trade on the Upper Yangtze has been destroyed. It strikes me, however, that the British Government had shown greater firmness in this matter with the Central Authorities we should have obtained the rights and concessions that were originally granted by the Chiaofoo Convention. I must say I feel strongly in the matter, and I think you will agree with me that the British trade of China was not built up by such a vacillating and weak policy as has been displayed in this instance. However, the matter is finished and we must just accept the inevitable. The next point the Committee refer to is the report in the Ordinance of the Government relating to the registration of trade marks and the Ordinance relating to fraudulent marks on merchandise. Notwithstanding the recommendation of your Committee the Government thought fit to pass a law relating to fraudulent marks on merchandise, although they have no machinery to carry out this particular law; they have no power whatever to enforce it, and it appears to me a considerable waste of energy to encourage the issue of this color with law that is inoperative. The next subject is the migration of coolies from Swatow to British North Borneo. This paragraph touches an explanation due to the Consul at Swatow. In the correspondence published with the last report we touched on this subject, and what was said appears to have given the Consul a certain amount of umbrage, or rather he took exception to it. I may say that notwithstanding this so-called free migration from Swatow to a single native can be despatched to British North Borneo under the British flag, though the Government have secured the privilege, presumably under some agreement with China for regular departures to take place from Swatow to Sumatra. One would think that under the "favoured nation" clause Great Britain was entitled to the same privilege, but apparently it is not given; the officials appear to be unable to obtain any such facilities for British North Borneo, though the country is clamouring for this particular class of labour, and I think the Government of British North Borneo would gladly accept any of the restrictions that have been applied in the case of the migration to Sumatra in order to obtain similar privileges. We now come to the Lighthouse Board. This is a subject that has engaged the attention of your Committee for some time and has been a matter of representation to several successive Governments. And now I must trouble you with some statistics that will present the matter in a practical form. From returns furnished by the Government we find that from the 1st January last year to the 31st March, a period of three months, light dues were collected to the amount of \$8,119.09. On the 1st April the dues were increased on account of the Gap Rock Light, and from the 1st April to the 30th November the dues collected amounted to \$5,117.64, making a total of \$13,236.73 for eleven months. There is one month more wanted to complete the year, which may be estimated at \$7,000, so that in round numbers we may say the total collection of light dues for the year amounted to \$20,236.73. On a similar basis for the year 1890, the total collection of light dues for the year 1890 was \$19,000. The increase in the revenue of the Lighthouse Board is, therefore, \$1,236.73. I think I need hardly point out that the success, prosperity, and well-being of this colony depend upon the shipping in fact, it is its life-blood. Our landed property, our revenues from rent, and everything else is subservient to the shipping. Our very hopes of becoming a manufacturing centre in the future depend upon our shipping. Each vessel that passes through this harbour adds to the income of the commercial community of this place to an extent that would hardly be credited by a casual observer. I maintain, therefore, that it is the first duty of every collector to attract as far as possible the largest number of ships to the shipping of this colony. If possible we should do away with all official charges of every kind, not only light dues, but dues of every kind, and make the place so that it should be widely known throughout the world as absolutely free (applause). Shipping then would see this was a useful centre, when we gave all these facilities, and it would increase beyond what it now is. Our contemplated manufacturing industries would benefit by our capacity to receive raw products and ship the manufactured article to every port in the world at cheap rates. The amount received from the levy of these light dues is earmarked as distinctly as any fund can be. The dues are levied for a specific purpose; to collect more than is absolutely necessary for the capital cost of these lighthouses and for their up-keep is distinctly bad. It is not ordinary revenue. At home, I think I am right in stating, they have endeavored as far as they could to assimilate the income to the expenditure. In fact I believe that every year an independent Board makes a calculation of what the probable income will be, based on the previous year's receipts, and if this receipts exceed the expenditure a reduction is made, so as to bring about equilibrium. And I have seen it stated that there is a strong movement at home to abolish the collection of light dues altogether, and throw the cost of maintaining the lights on the Imperial revenues of Great Britain. So we see what the feeling at home is on this subject.

Mr. Ryrie—In America I believe there are no light dues.

The Chairman—That I don't know. Perhaps Mr. Forbes can tell us.

Mr. Forbes—I don't know.

The Chairman—Well, what have we done? Have we levied these dues, and the amount collected from 1875 to 1890 has been not only sufficient to extinguish the capital cost but we have piled up a fund which, if invested, would be sufficient to pay for the upkeep of all the lighthouses in perpetuity. This fund, I am sorry to say, has been merged in the general revenues of this colony; so that it is lost to the community, and the cost of maintaining the lights is thrown to the shoulders of the Chinese watermen. As if a man in Hongkong is wanted by the Chinese authorities in all manner of formalities he has to go through and great expense incurred. This is a subject that should be pointed out to him

wherein a Lighthouse Board could do better than the Government. It is herein that the Government has done ill. A Board such as your committee proposed would have brought forcibly to the notice of the Government the diversion of the fund that has been going on for the past sixteen years; they would, more persistently than has been done in the past, have shown the unwisdom of this proceeding; they would have impressed on each successive Governor that the original levy was made on the distinct understanding that when the original cost of the lighthouses was recouped the dues were to be reduced or were to cease. Recently, on the imposition of the Gap Rock light dues, the question was again raised, and his Excellency himself recognised the justice of a reduction in the amount as soon the lighthouse was paid for. Will his successor recognise it? At what suggestion were these lighthouses built? Not at the suggestion of the Government, but that of the commercial community.

Mr. Ryrie—The Chamber of Commerce. The Chairman—Yes, the Chamber of Commerce represented by the Chamber of Commerce. The Government will not let itself be moved by its members. Surely the presence of the unofficial members of the Legislative Council as advisers to his Excellency is a sufficient parallel for the necessity of an Advisory Board to advise his Excellency on this subject; and I hope we shall see a further development from this Board, and that it will take the shape of a Harbour Board also. Of course we cannot find any fault with the officials. I have not found any fault with them. How can they be expected to know accurately the wants of the Colony? I have dealt with this subject at some length, and I hope the new committee will take it up, as I consider it is one of the first importance to the Colony. The next question mentioned in the report is that of direct cable communication with Gap Rock. I think it goes without saying that when we get this valuable lighthouse it will be absolutely necessary and essential that we should have direct communication with it. The survey of the coast of China—This, I think, we may consider in rather an unsatisfactory state. We appear to be by fits and starts. At the same time the Navy give us vessels, at another time they take them away, just as seems to suit them, but I think the community would be glad to see a continuous survey until the survey of the coast was complete. The Pinnacle Rock Fund follows the question I have just spoken of. This fund, which is a valuable one, I think, for helping and assisting the survey, has not been touched upon for want of any vessels to carry out the survey.

With regard to local weather signals, we have endeavored, as you will see, to get them suitable to the colony, and but the courtesy of Commodore Church we have been enabled to obtain certain privileges by which warnings are in future to be posted on the *Victor Emanuel*. The reduction of postal rates to Europe—it appears this colony will have to stand the loss, if there should be one, consequent on the reduction of postal rates. We tried to see, as far as we could, on whom the loss should fall, but in the absence of any accounts, that are any value, we were unable to do so. In our reply to the Government it was distinctly pointed out that the Continental countries through which the letters pass should bear their quota; but no doubt you will have seen, as I have seen, that there is a rumour that the Continental countries have declined to give up one single farthing of what is paid them for the privilege of passing through their countries. The action taken by the Government in this matter, I think, is rather a leap in the dark. It appears to me that the Government in such a way that they had in come to some decision rapidly. This seems rather regrettable, for if more time had been allowed we should have been able to discuss the matter thoroughly and have seen, as regards the revenue of this colony, where the loss should fall. As a matter of benefit for the commerce of this colony I think there is no doubt the more we reduce postage the better. I now come to the "Sunday labour question" in the harbour of Hongkong. I think it is very little to do with this subject; in fact it has been threatened there. The opinions of the Committee, and I think of the members of this Chamber are well known; at least, when I say all the members, I mean we took upon ourselves to consult with those members directly interested to ascertain their views, and they assented to the position your committee took up. Personally, I may say that after that interview we had with a deputation from the Mercantile Marine Officers' Association my firm instructions to the captain of the regular steamer that if at any time any of their officers should apply to be relieved from the supervision of cargo on Sunday in this harbour their application was to be granted at once, to be freely accorded, and if the owners of the other lines of coasting steamers were approached I do not think they would hesitate in according the same privilege. But as bearing upon the question of hardship to individual employees I would like to say a word. I would remind those who are neglecting the question that the men who work on Sunday are not only the Chinese but the European residents, and it may do them happen that numbers of them, a large percentage, of those who pass through this port are not called upon to work on a single Sunday throughout the year; in fact I doubt if the number of those officers who do work on Sundays in Hongkong greatly exceeds, if it exceeds at all, the number of those who are compelled to labour at home on Sunday on what are considered absolutely necessary works, taking into account of course, the difference in the number of the population. In Hongkong the officers seldom have a chance of being called upon to work on Sunday, while at home the stationary character of the employ gives no such relief. My remarks must be taken simply as touching on the hardship to individuals. As to the whole question, I thoroughly concur in the statements made by the committee of this Chamber. We now come to the Merchant Shipping Amendment Act (No. 2) Bill. There is really nothing in this that interests us as a colony; it refers more directly to the home trade than to this colony. This Sharebrokers' Association of Hongkong is an institution which I have reason to believe will be very useful to that part of the community, and I think we may wish them every success. We have had one election to the Legislative Council, that of Mr. Whitehead; and I think the Chamber's election, if I may be allowed to say so, has been justified by results. One subject is omitted from the report, and that is the *Namam* piracy. No mention is made of this simply because it has never been brought before the Committee officially, but speaking for myself I think if the powers of the executive were enlarged so that rendition to the Chinese authorities of native criminals, not political, might be made easier and less expensive than at present we should do much not only to rid the colony of a class of inhabitants that are a danger to the community, but we should also save a very considerable expense, and I think some system surely could be devised that would enable us to weed out these bad characters without trenching on the liberties of *bona fide* residents and the good and true men of the Colony. I think if we pursued some such course we should induce the Chinese authorities to take up more heartily than they have hitherto done the suppression of piracy in Chinese waters. As if a man in Hongkong is wanted by the Chinese authorities in all manner of formalities he has to go through and great expense incurred. This is a subject that should be pointed out to him

Chinese authorities and possibly causes them to be more lenient in their action when we place any measure before them required for the suppression of piracy in their waters. I may say precautions taken by shipowners are all very well up to a certain point, but there are limits to such precautions, and when you get beyond these limits you cannot depend upon any effective remedy being applied by the shipowner. I don't know whether it is the custom on these occasions, but perhaps I may be allowed to say a few words on what I may call the legitimate trade of the Colony for the past year. From the native point of view it has been a very bad year. They have suffered a bad harvest; their tea and silk industries also have not paid. The tea trade appears likely to become a thing of the past. Unless some remedy be applied by the Imperial Government of China to stop the decay that is going on the tea trade appears to me almost a hopeless institution. There is only one remedy, and that is the abolition of the *tabu*. If that course were adopted by the Government of China no doubt we could see the tea trade revive, for although there is no doubt a certain fashion in tea drinking at home, still the main question that underlies the whole matter is the question of cost. If we cannot lay down tea at a price equal to those of the free countries of Ceylon and India we may as well shut up. With regard to foreign trade, I am afraid, has partaken very much of the nature of gambling. The unprecedented and alarming fluctuations of exchange have upset the calculations of the most far-sighted, and I think perhaps the only sound business would be to see a repetition of this. I think it would be well for us also to avoid such inflation as we have seen, inflation of ideas I may say. When we take stock of our status and prospects we are apt during each sanguine period to mistake the shadow for the substance, which is not only misleading to those who listen but hurtful to ourselves, for if taken at our word the consequences are serious. Better, therefore, for us not to brag but take the measure of our state from the legitimate business of the colony and not these questionable adjuncts which really add nothing to our commerce or prosperity. Gentlemen, that is all I have to say except that the accounts appear to be satisfactory and call for no remark. I will now move the adoption of the report and accounts and will ask one of you to second it, but before putting it to the meeting I will be glad to hear any remarks you may have to make.

Mr. Ryrie—I have much pleasure in seconding the adoption of the Report and Accounts.

Mr. Keewick—Gentlemen, before the motion for the adoption of the report and accounts is submitted to the meeting I should like to express my appreciation of the very interesting remarks made by the Chairman on this occasion. He has touched on a great many points which are of the utmost interest to the members of this Chamber and the community at large. I will not follow him through his long address, but I think I will be echoing the feeling of the members when I say we all agree in the note of warning he gave us to abstain from undue inflation, and to avoid in periods of the inflation mistaking the shadow for the substance. I am sure there has been a great deal of that in Hongkong, and we must do well to subside to the best of our ability these sources of legitimate trade profit that we have.

Mr. Granville Sharp—Sir, I think we are all of the opinion in reference to the concluding words of your address. I think we are now suffering the anticipated reaction to which we have been looking forward for three years past. There has been in this colony a spirit of gambling and inflation which has been very much deplored by some, especially those of us who, on account of our seniority, have seen these things again and again in other parts of the world. There is only one outcome to that spirit of undue and untrustful, utterly untruthful, inflation which has marked the last three years, and the influence of which I consider has not been limited in its disastrous bearings to the trade of this place, for I think it has had a most disastrous influence also upon the character of a large number of people. I think we are responsible for the mad and headlong career of the Chinese in the gambling, the sheer gambling, of the last three years. It could not have taken place if we all had exercised proper influence, especially those of us who are from the present state of things. But for one do not doubt the future of Hongkong by any means. I believe the trade of the place exists as it has done from the beginning, and it is bound to increase. Our steamer lines are constantly increasing, and I look forward with confidence to a large accession of interest in this place from the arrival of travellers from all parts of the world, which will be beneficial in one way and another. We have now abundance of hotel accommodation and business accommodation, and I think it is well for the colony; in fact that is one of the consolations we have in the past inflation. Nothing but the past inflation would have produced such accommodation as we have to offer to our visitors, whom we are expecting in a few days, the first instalment of 170 passengers by the *Empress of India*, and I hope they will take away a good account of this place and send seventeen hundred more. I think we have to thank you, sir, for having drawn our attention to the most important point referred to in your address.

The Chairman—If there are no further remarks I will now put the motion for the adoption of the report.

Carried unanimously.

The Chairman, on the subject of the new Committee, said he was rather diffident about making the suggestion that the Committee should be elected *ad hoc*, because it looked like presenting a ticket, but it would save a great deal of time. The old Committee had consented to serve, if elected, with the exception of Mr. T. Jackson and Mr. A. P. MacEwen, who were absent, and in their places Mr. F. de Bovis and Mr. C. J. Holliday had consented to serve.

Mr. Ryrie said he thought it would be a good thing to adopt the suggestion, and this course was agreed upon.

The proposition was carried amidst loud applause.

The Chairman—Gentlemen, I feel very highly gratified by the compliment you have paid me. I have succeeded in doing my duty to your satisfaction. I shall have much pleasure in doing what I can to assist the commerce of this colony, which has been a kind of hobby of mine since I have been here.

Mr. Granville Sharp—I beg to propose that Mr. Keewick be elected Vice-Chairman.

Mr. Ryrie seconded, and on being put to the meeting the motion was unanimously agreed to.

Mr. Keewick—Gentlemen, I am very much obliged to you. There is really very little left for any one else to do with Mr. Mackintosh in the chair, but what there is I shall be glad to do.

Mr. Whitehead—Before we separate, I think perhaps the Chamber might do something in the way of strengthening the hands of the unofficial members of the Legislative Council in connection with the monstrous injustice of the Imperial Government on the subject of the military contribution. A good deal was said on the subject yesterday, and I will not trouble you with any more remarks to-day, but I think possibly the Chamber might call the public meeting which has been suggested by Mr. Ryrie.

The Chairman—I think the question you have brought to our notice is worthy of every consideration, but as it is a matter that will require a little thought, I think a meeting of the new Committee had better be held as soon as possible to consider the whole question, and then they will give you their views as to what course should be pursued.

The meeting then closed.

CHINA SUGAR REFINING COMPANY, LIMITED.

The thirteenth ordinary annual meeting of shareholders in the above named Company was held at the office of the General Agents, Pedder Street, this morning for the purpose of receiving a report from the General Agents, with a statement of accounts to the 31st December, 1890. There were present—Messrs. J. J. Keewick (Chairman); D. R. Sassoon, N. J. Gaskell, R. A. Gubbay, C. S. Taylor, F. Henderson, R. Lyall, W. Legge, G. T. Veitch (Secretary), and others.

The Chairman, in opening the proceedings, said—Gentlemen, the report and accounts have been in your hands for some time, and there is not much that I can usefully add in the way of information beyond what is already shown. When addressing you a year ago I mentioned that the excited condition of the sugar markets during 1889 had enabled the Refinery to show results for that year which were somewhat phenomenal, and that a repetition of them could not, therefore, reasonably be expected; the course of the markets during 1890 has been characterised by quietness, and although the volume of business has been on the small, the general level of prices has been very much lower than during the previous year, and some of our outlying markets have been interfered with owing to importations of refined sugar from Europe, which had not previously been attempted, except on a very small scale. I am pleased to be able to say, however, that the business of the Company continues in a sound condition, and although necessarily subject to fluctuations from time to time, the prospects in the long run are, so far as can be seen, satisfactory. The shareholders will no doubt be glad to hear that the extension of the Refinery at East Point, undertaken at the beginning of last year, is giving results fully equal to what was anticipated. Before moving the adoption of the report and accounts I shall be pleased to answer any questions that may be put.

There being no questions the Chairman moved the adoption of the report and accounts, as submitted.

Mr. R. Lyall seconded, and the motion was carried unanimously.

CONSULTING COMMITTEE.

Mr. William Legge proposed that Messrs. J. J. Keewick, St. C. Michaelson, E. R. Bellifon, F. A. Gomes, and D. R. Sassoon be re-elected members of the Consulting Committee. Mr. Taylor seconded, and the motion was carried *unanimously*.

Upon the motion of Mr. G. H. Gaskell, seconded by Mr. Taylor, Messrs. F. Henderson and T. Arnold were re-elected auditors for the current year.

An announcement by the Chairman to the effect that dividend warrants will be ready on Monday brought the proceedings to a close.

THE STRANDING OF THE "NANZING."

The British steamer *Nanzing*, Capt. J. Hogg, bound to Hongkong from Manila, went ashore yesterday morning during a dense fog, in a creek at Yehow on Middle Lema Island, about twenty miles from here. The news of the casualty was brought to Hongkong by the second officer, who arrived here last night in a fishing junk, and steps were at once taken by the agents (Messrs. Jardine, Matheson & Co.) to reach the steamer with all dispatch to ensure the safety of the European and Chinese passengers. About 11 o'clock p.m. the Hongkong and Whampoa Dock Company's tug-boat, *Pilot Fifth*, Capt. Stapan, left here with Captain Anderson on board, and arrived in the vicinity of the Lema Islands at about 1 a.m. this morning. There was a heavy swell on, and considerable difficulty was experienced in getting close to the island, upon which the whole of the passengers had been landed. With the aid of the steamer boats, however, the passengers, comprising eight Europeans, including Mrs. Whitlock, Mrs. Marshall and two children, and about 120 Chinese, were safely transferred, on board the *Pilot Fifth*, which left shortly afterwards, and arrived here at 4 a.m. We understand the *Nanzing* is very badly ashore, and close to some rocks which rise to a considerable height above her. Soundings were taken, and it was found that there were about twelve feet of water round her bow, three fathoms about her foremast, and five fathoms aft, whilst the forehold is full of water. A number of junks were in the vicinity, no doubt with a view to wreckage, as they offered no assistance whatever to the unfortunate steamer. H.M.S. *Porpoise* left at daylight this morning for the scene, and at noon half a dozen junks were despatched for the purpose of transhipping part of the cargo, so as to lighten the vessel.

Later.

One of the engineers of the *Nanzing* reached Hongkong this afternoon with the news that the steamer was breaking up. Shortly before day, break the vessel was driven by heavy seas beam on to the beach, both forward and after holds were full of water and the decks were being forced upward.

Reports have also been received here this afternoon of the looting of passengers' baggage last night by gangs of fishermen who boarded

the *Nanzing* when the officers were busy landing passengers, treasure, etc. Most of the native passengers have arrived here to-day by launches sent out to their rescue. The rent will probably arrive by the *Pilot Fifth* about 8 o'clock to-night. Detective Hadden arrested the engineer of one of the launches this afternoon, and found in his possession, new umbrellas, boxes of cigars and upwards of \$100 in hard cash.

"A SCOTCH NIGHT" WITH PATEY.

Over a quarter of a century has elapsed since the present writer first had the pleasure of listening to Miss Whytock, then in the heyday of her youth and fame, as the shining light of oratorio and concert-room contraltos, a universally recognised Queen of Song. For a goodly number of years after that, many an enjoyable evening was spent at St. James's Hall and other popular resorts with the greatest of England's vocalists, amongst whom Madame Patey-Whytock and her talented husband held a foremost place; and with Madames Patti, Neillson, Lemmon, Sheraton, Antoinette Sterling, and Sina Reeve, Sanley, Edward Lloyd, and other well-known artists, in their full vigour, the class of talent was the very highest. And after the lapse of all these years it was our good fortune to renew acquaintance with Madame Patey at the Theatre Royal, City Hall, last Wednesday night. The occasion was announced as a "Scottish Night" under the patronage of Colonel Chater and the Officers of the 91st Highlanders, and there was a large audience present, the military element being conspicuously predominant.

It is somewhat late in the day to commence fault-finding, but the "Scottish Night" proved quite a misnomer, a number of selections appearing on the programme which were not Scotch in any sense. We thought the derivation from the announced bill of fare a grave error, but others regarded it as a decided improvement, and as variety even in music is not without special attractions, perhaps the change was for the best. Madame Patey is far and away the most accomplished vocalist that has ever appeared on the Hongkong stage—she is indeed so far ahead of all rivals that during our fifteen years experience as a regular critic in this colony we cannot recall any one who could be fairly placed as a respectable second to the great singer now in our midst. But our distinguished visitor is not merely a great singer; her art has the touch of true genius—she is an actress of wondrous power and expression in addition to being probably the best of living concert-room contraltos. As with Clarendon, age cannot wither, nor custom stale Madame Patey's infinite variety, and it may be doubted whether throughout her long varied, and exceptionally brilliant career, she ever sang better or with greater success than on Wednesday last. Her rendering of that gem of Scottish song, "Auld Robin Gray," was a revelation, and held the audience completely spell-bound. The heart-stirring music of this fine old ballad is as much superior to the ordinary run of recognised favorites on the lyric stage as Lady Ann Lindsay's plaintive poem is to the third-rate trash that serves for words in modern songs, and Madame Patey's conception of the sad story and her dramatic rendering of the music were equally effective. In response to a most enthusiastic encore, the singer's magnificent voice was heard to great advantage in that rather quaint and old-fashioned but ever popular "My Boy Tammy," the lights and shades of a charming little story being brought into prominence with artistic effect. Rarely has "Ye Banks and Braes" been sung with such exquisite taste, such feeling and expression, as on this occasion it was simply perfect and defied criticism. "The Land of the Leal," as an encore, was rendered with equal skill, whilst that magnificent battle song, "Scots wha hae," called into play dramatic and vocal powers that are simply marvellous. The audience were fairly electrified and cheered to the echo.

Miss Bertha Rossow is the possessor of a soprano voice of great range and considerable sweetness and, albeit her method is somewhat crude, she sings without apparent effort and gives every promise of one day becoming a high-class vocalist. This young Australian singer, however, has yet a great deal to learn, and so far as her efforts on Wednesday night are concerned, she was only moderately successful. "Afters Water" was sung without feeling, the vocalist's articulation left much to be desired, and her phrasing was especially defective. Miss Rossow improved greatly in "Robin Adair," and although the rendering of this beautiful ballad was also lacking in expression, it elicited a hearty encore, the singer responding with it, if we mistake not, selection from "The Belle in Planchette," in which she scored a decided success. "Within a mile of Edinboro' town" was Miss Rossow's next effort, but she did much better in Mozart's diet "Cruel Perch" with Mr. Patey, and in our opinion her *forte* at the present time is not the auld Scotch songs. In "Killarney" Miss Rossow was much more at home, a tasteful and effective rendering of this charming song being deservedly applauded.

Mr. J. G. Patey has not improved with years, in fact, only the remains of his once fine voice are left; but he is nevertheless the same true artist as of old. It was a pity that the small city of the "Powder Monkey" stamp was hardly in place at a concert of Scottish classical music, but we must admit that it was sung in admirable style. A good word must also be said for Mr. Patey's vigorous handling of "The Devil's Awa' with the Excelsior," but he showed to most advantage in his duet with Miss Rossow.

Mr. Lemmon's flute solos, especially the fantasia on Scotch airs, were splendidly played, and those who remember this accomplished flautist with any Sherwin's company two years ago, will be glad to see the distinct advance he has made in his art. The distance between Mr. Lemmon and his great master, Radcliffe, is getting narrower every day, and before many months are over we shall expect to hear that our friend has taken a leading place on the London stage. Mr. Hermann Morris played the accompaniments throughout with noteworthy skill and taste, although heavily handicapped with a piano which effectually prevented his two solos from being heard to advantage.

Taken as a whole the concert was a marked success, a high-class musical treat that will be associated with recollections of Madame Patey in the memories of all lovers of music who were present, for a long time to come.

CONCERT AT THE CITY HALL.

Madame Patey's Party gave their fourth concert of the season at the Theatre Royal, City Hall, last night before a somewhat meagre audience. No doubt Madame Patey often smiles in a sweetly-sarcastic manner, now that she has had ample opportunities of realising the net value of the boasted culture of the audiences of the East, but especially of that of Hongkong, for it has become almost an article of faith to regard it as being highly critical and essentially unethical—possessing a soul which at all times yearned for the divine arts when exhibited or expounded in their highest spheres, and upon whom all things "early" palled, and were as

